

Supplemental General Conditions For
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1. The Capitol Preservation Board (CPB) has implemented an Owner Controlled Insurance Program (OCIP). Awarded Contractor is responsible for enrollment and compliance with all OCIP requirements for itself and all Subcontractors of all tiers. Subcontractors, whenever referred to in these documents, shall include all Consultants and Subconsultants to the Contractor. The OCIP requirements are not intended to create any contract between the Subcontractors and the Owner. The Contractor shall assist with the enforcement of any OCIP provisions that relate to Subcontractors. The OCIP will minimally provide workers' compensation, employer's liability, general liability, contractors pollution liability, railroad protective (as required), excess liability and builders' risk for all OCIP eligible Contractors of every tier enrolled in the OCIP and performing work at the project site. The OCIP will also include professional errors and omissions liability for enrolled architects and engineers. CPB agrees to pay all premiums associated with the OCIP including deductibles or self-insured retentions unless otherwise stated in the contract document.

Awarded Contractor and eligible Subcontractors of all tiers will not be allowed to work without enrolling in the OCIP.

- 1.1 Carriers in Program.
Workers Compensation, Employers Liability: American Zurich Insurance Company
General Liability: Zurich American Insurance Company
Contractor Pollution Liability: American Insurance Specialty Lines Insurance Co.
Professional Architects and Engineers Errors and Omissions: DPIC
Excess Coverage: Underwriters at Lloyds of London
Railroad Protective: London
Builders Risk: thru State Risk Management

2. No insurance coverage provided by CPB under the OCIP shall extend to the activities or products of suppliers, materialmen, vendors, haulers, truckers and "owner/operators", whose employee(s) perform no on-site work or are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials. Such persons shall be required to provide their own insurance. Ineligible and eligible Contractors shall be required to maintain their own insurance of the types and with the limits as set forth in paragraph 16 with such coverage recognizing CPB's project sites, at their own expense, and shall promptly furnish CPB, or its designated Administrator (Willis of Utah), certificates of insurance giving evidence that all required insurance is in force.
3. Awarded Contractor shall enroll in the OCIP by completing the attached OCIP Enrollment Form and submitting it along with their General Liability and Workers' Compensation policy information to the OCIP Administrator (Willis of Utah) by the time it returns the executed contract to CPB or prior to commencement of any work, whichever occurs first. The Contractor shall require that each of its OCIP eligible Subcontractors of every tier enroll in the OCIP by submitting the OCIP Enrollment Form to the OCIP Administrator (Willis of Utah) prior to the Subcontractor entering the project site. By completing and submitting this insurance information, including supporting documents to CPB or appointed Administrator (Willis of Utah), Contractor warrants that all insurance information is correct. (See Paragraph 14.1.7)
4. An Initial Deductive Change Order (IDCO) of 2% of contract value will be processed to transfer the insurance cost into the project insurance program. During the term of the Project, including extended periods thereof, CPB shall have the right to recover all costs for the Contractor's insurance as described in paragraphs 5 and 6. CPB shall have the right to recover these additional costs through deductive change orders.
5. It is understood and agreed that the 2% Initial Deductive Change Order (IDCO) is an estimate only. The final insurance costs for Workers' Compensation and General Liability will be subject to review and audit of actual contractor/s insurance policy(ies) rate information, actual payrolls and revenues for the initial award plus change orders to the original scope of work. CPB's contract award will be based on the bid amount of work which is deemed to include the insurance costs that would have been incurred by the Contractor and its Subcontractors if CPB did not provide an OCIP.

6. An auditor or auditors from the insurance companies providing OCIP coverage will perform a payroll and contract revenue audit of each Contractor within 45 days of receipt by its OCIP Administrator (Willis of Utah) of the OCIP Notice of Substantial Completion. If an eligible Contractor fails to provide all required OCIP enrollment documents (see Paragraph 14.1.7) or prevents, by any means, the auditor from performing a payroll and contract amount audit, CPB will process a Final Deductive Change Order (FDCO) of 3% of contract value into the project insurance program.
7. Awarded Contractor and Subcontractors of all tiers shall provide an OCIP Enrollment Form along with a copy of the declaration page(s) and premium development page(s) for each applicable policy as requested therein, to CPB or its Administrator (Willis of Utah) before the applicable work commences. Contractor shall provide all necessary information for CPB or its appointed Administrator (Willis of Utah) to determine the accuracy of its and all tiers of Subcontractors cost/s of insurance.

8. Change Order Pricing

Enrolled Contractor shall price and shall require that all enrolled Subcontractors price change orders to the original scope of work in the same manner as would occur if CPB did not provide an OCIP. This pricing shall include markups otherwise provided for in the General Conditions. CPB shall recover the insurance cost associated with change orders through the process provided for in paragraph 4, 5, & 6.

9. Contractor's Responsibility for its Subcontractors

The Awarding Contractor shall include all of the provisions of this agreement in every Subcontract and Purchase Order so that such provisions will be binding upon each of its OCIP eligible Subcontractors.

10. Audit of Contractor's "Insurance Cost"

For insurance purposes, enrolled Contractor agrees, and will require all tiers of enrolled Subcontractors to agree, to keep and maintain accurate record of its payroll for operations at the project site. These Contractors and Subcontractors further agree to furnish to CPB, its appointed Administrator (Willis of Utah) or Insurance Carrier full and accurate payroll data and information in accordance with the requirements of the State of Utah CPB OCIP. Enrolled Contractor/s shall permit CPB, its Administrator or Insurance Carrier to examine and/or audit its books and records. Enrolled Contractor/s shall also provide any additional information to CPB or its appointed Administrator as may be required.

11. Coverage provided in OCIP

- 11.1 CPB, at its sole expense, has implemented this owner controlled insurance program (OCIP) to furnish certain insurance coverage as respects on-site project activities. The OCIP will be for the benefit of CPB and its enrolled Contractors and Subcontractors of all tiers (unless specifically excluded) who have on-site employees. Such coverage applies only to work performed under this contract at the Project Site. Project Site is defined as the area described in the construction contract documents including the areas available for Contractor operations, access routes, right-of-ways, and approved additional sites necessary or incidental thereto in connection with the work or emanating from the project site. Contractor and Subcontractors of all tiers must provide their own insurance for off-site activities. Off-site activities may be covered in the OCIP if 100% dedicated to the project as defined in the State of Utah Capitol Preservation Board OCIP Manual.

The OCIP policies are available for review by the Contractor upon request to CPB. The terms of such policies or programs, as such policies or programs may be from time to time amended, will be incorporated by reference herein. The Contractor hereby agrees to be bound by the terms and conditions of coverage as contained in such insurance policies and/or self-insurance programs.

- 11.2 CPB will minimally provide and maintain in force the types of insurance as listed below. Enrolled Contractors and Subcontractors of all tiers agree that the purpose of said section is to provide a general understanding of the coverage provided by the OCIP.

- 11.3 Withholding from Contract Sum.

The enrolled Contractor agrees that CPB will withhold from the Contractor a sum equal to the amount of any covered loss under the policy/ies caused by the Contractor or its enrolled Subcontractor(s), but not to exceed the applicable Contractor/Subcontractor deductible as stated herein. That sum shall be assessed to the enrolled Contractor or Subcontractor causing the damage as determined by the Insurer and shall become the property of CPB.

- 11.4 Workers' Compensation and Employer's Liability Insurance

11.4.1 Scope of Coverage

- | | | |
|----|--------------------------|---|
| A. | Operations. | Work of an enrolled Contractor, Subcontractor of any tier, performed at the Project Site. |
| B. | Insured. | Enrolled Contractor and Subcontractors of any tier. (Each enrolled Contractor/Subcontractor will be issued a policy.) |
| C. | Limits. | |
| | 1. | Workers' Compensation -Statutory |
| | 2. | Employer's Liability |
| | | \$1,000,000 - Each Employee |
| | | Bodily Injury by Accident |
| | | \$1,000,000 - Each Employee |
| | | Bodily Injury by Disease |
| | | \$1,000,000 - Bodily Injury |
| | | by Accident or Disease – Any One Accident |
| D. | Contractors' Deductible. | Contractor shall pay a \$200 deductible per workers' compensation claim or the actual cost of the claim, whichever is less, will be assessed. |

- 11.4.2 Effect on Future Experience Modifications.

All premiums and loss experience incurred by each enrolled Contractor/ Subcontractor will be reported to NCCI or other appropriate authority, and used in the normal manner for calculating individual future experience modifiers.

11.5 Commercial General Liability

Provides coverage for Bodily Injury, Property Damage, Personal Injury, and Products and Completed Operations (Completed Operations has a 5-year extension).

11.5.1 Scope of Coverage

A.	Operations.	Work of an enrolled Contractor/Subcontractor of any tier performed at the Project Site.	
B.	Insureds.	The State of Utah, CPB, enrolled Contractors and Subcontractors of all tiers.	
C.	Limits.	\$2,000,000	Bodily Injury & Property Damage Combined Single Limit
		\$10,000,000	General Aggregate
		\$ 6,000,000	Products and Completed Operations Aggregate
D.	Contractors' Deductible.	Contractor shall pay a \$1,000 deductible or the actual cost of the claim, whichever is less, will be assessed for Third Party PD/BI claims .	

11.6 Excess General Liability Insurance

Liability coverage in excess of Primary Commercial General Liability and Employer's Liability.

11.6.1 Scope of Coverage

A.	Operations.	Work of an enrolled Contractor, Subcontractor of any tier, performed at the Project Site.	
B.	Insured.	The State of Utah, CPB, enrolled Contractors and Subcontractors of all tiers.	
C.	Limits.	\$100,000,000	Each Occurrence for all Insureds
		\$100,000,000	Aggregate for all Insureds.

11.7 Professional Errors & Omissions Liability

Liability coverage for Negligent Acts, Errors or Omissions of the Insureds who have provided professional services for the State of Utah CPB OCIP.

11.7.1 Scope of Coverage

- | | |
|-----------------------------|--|
| A. Operations. | Work done in conjunction with the State of Utah OCIP by enrolled Design and Consulting Engineers, Architects, Construction Managers and Sub-consultants. |
| B. Insured. | The State of Utah and CPB (as defined in policy), enrolled Design and Consulting Engineers, Architects, Construction Managers, Subconsultants and Contractors, to the extent they provide professional services. |
| C. Limits-Project Term. | \$25,000,000 per Claim
\$50,000,000 Aggregate |
| D. Extended Discovery | 60 Months |
| E. Consultant's Deductible. | \$50,000 per Claim |

11.8 Contractors Pollution Liability

Coverage for Liability arising from pollution releases during construction or remediation work.

11.8.1 Scope of Coverage

- | | |
|-----------------------------|--|
| A. Operations. | Work done in conjunction with the State of Utah Rolling OCIP by enrolled Contractors and Subcontractors of any tier. |
| B. Insured. | The State of Utah, CPB and enrolled Contractors/Subcontractors of any tier. |
| C. Limits - Project Term. | \$10,000,000 Occurrence
\$10,000,000 Aggregate |
| D. Contractors' Deductible. | \$5,000 Occurrence |

11.9 Builders' Risk (thru State Risk Management)

All Risk coverage to protect against physical loss or damage to work or any part thereof including transit.

11.9.1 Scope of Coverage

- | | |
|-----------------------------|--|
| A. Operations. | Work done in conjunction with the State of Utah OCIP by enrolled Contractors/subcontractors of any tier. |
| B. Insured. | STATE OF UTAH, CPB and enrolled Contractors/subcontractors of any tier. |
| C. Limits. | thru State Risk Management |
| D. Contractor's Deductible. | \$5,000 occurrence |

12. Certificates and Policies

All CPB furnished insurance coverage shall be either written by insurance companies approved by CPB or shall be self-insured. CPB or appointed Administrator (Willis of Utah) shall provide Contractors and Subcontractors with appropriate certificates of insurance or self-insurance evidencing the coverage outlined above.

13. Termination/Modification of the OCIP

CPB reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, CPB shall provide ninety (90) days advance written notice to all prime or general Contractors covered by the OCIP. Contractors and Subcontractors of all tiers shall immediately be required to obtain appropriate replacement insurance coverage acceptable to CPB. The reasonable cost of such replacement insurance will be reimbursed by CPB. Written evidence of such insurance shall be provided to CPB prior to the effective date of the termination or modification of the OCIP.

14. Contractor Responsibilities

14.1 The Contractor is required to cooperate with CPB and its OCIP Administrator (Willis of Utah) with regards to the administration and operation of the OCIP. The Contractor's responsibilities shall include, but are not limited to:

- 14.1.1 Compliance with the terms and conditions of Construction Safety Program(s), the State of Utah Capitol Preservation Board OCIP Manual, and the State of Utah OCIP Safety and Health Manual, as outlined in said manuals;
- 14.1.2 Provision(s) of construction contract, operations and insurance information;
- 14.1.3 Immediately notifying the OCIP Administrator (Willis of Utah) of all OCIP eligible Subcontractors of all tiers upon contract or purchase order award;
- 14.1.4 Maintenance and provision of payroll records and other records as necessary for premium and Deductive Change Order/s computations and NCCI reporting;
- 14.1.5 Cooperation with any insurance company and OCIP Administrator (Willis of Utah) with respect to requests for claims, payroll or other information required under the program;
- 14.1.6 Immediately notifying CPB that any Contractor provided coverage has been canceled, materially changed, or not been renewed; and,
- 14.1.7 **Complete and submit the following administrative form/s within the time frames specified:**
 - A. OCIP Enrollment Form upon execution of the contract or purchase order, prior to commencement of any work;
 - B. Commercial General Liability Declarations page, Workers Compensation Information page, Premium Development Schedules for both and Insurance Certificate evidencing required coverage (see paragraph 16) upon execution of the contract;
 - C. OCIP Notice of Substantial Completion upon completion of all work being performed under the contract or purchase order.

Completed forms will be sent to CPB's OCIP Administrator (Willis of Utah) at the following address:

Willis of Utah
Attn: Tonya Gallegos, OCIP Administrator
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, UT 84121

- 14.2 Failure to follow the procedures outlined in the State of Utah Capitol Preservation Board OCIP Manual and The State of Utah OCIP Safety and Health Manual may result in exclusion from coverage, OSHA fines and or OCIP administrative penalties assessed against the Contractor. CPB shall deduct from monies due or to become due, under payments section of its contract, for any applicable fines or penalties that are assessed as well as any other legal remedies available to owner, which remedies may be cumulative.

15. Assignment of Return Premiums

CPB will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of CPB providing said coverage the enrolled Contractor and Subcontractors agree to:

- 15.1 Provide cost information for workers' compensation, employer's liability and general liability insurance as per OCIP Enrollment Form for themselves. This information may be inclusive of but not limited to insurance premiums, expected losses within any retention or deductible program, overhead and profit.
- 15.2 Irrevocably assign to and for the benefit of CPB, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies due CPB in connection with the insurance which CPB herein agrees to provide, and agrees to evidence same by a formal instrument of assignment, if requested, to be promptly executed in the form prepared by CPB.
- 15.3 Awarded Contractor further agrees to require all tiers of enrolled Subcontractors to execute a similar assignment for the benefit of CPB.

16. Contractor-Provided Coverage (Contractor still required to provide following coverage even if OCIP provides coverage)

- 16.1 For any work under this contract, and until completion and final acceptance of same, the Contractor, at its own expense, must promptly furnish to CPB's OCIP Administrator (Willis of Utah), certificates of insurance giving evidence that certain coverages are in force. [Contractor is responsible for compliance under this program for Subcontractors of all tiers.](#)

Enrolled Contractors/Subcontractors shall cause their Workers' Compensation and Employer's Liability policy to be endorsed with Designated Workplace Exclusion Endorsement (see appendix A) and its Commercial General Liability Policies to be endorsed with an Exclusion - Designated Work Endorsement (see appendix B) to exclude operations on Project Site from its coverage.

- 16.2 Prior to entrance on Project Site, Contractor agrees, and shall cause its Subcontractors of all tiers to agree to obtain the insurance set out in this exhibit from a company or companies acceptable to CPB as follows:

16.2.1 Workers Compensation Insurance

Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide at their own expense, Workers' Compensation Insurance to cover full liability under the Workers' Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws.

16.2.2 Employer's Liability Insurance

Contractor agrees, and shall cause its Subcontractors of all tiers to agree to provide, at their own expense, Employer's Liability Insurance with the following minimum limits of liability:

\$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee

16.2.3 Commercial General Liability Insurance

Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide, at their own expense, Commercial General Liability Insurance, on an "occurrence basis", including insurance for operations, independent Contractors, products/completed operations, and contractual liability specifically designating the Indemnity provisions of this Contract Agreement as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must be endorsed with a Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse and underground hazards.

The insurance required by this paragraph 16.2.3 shall be in limits not less than the following:

\$2,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$50,000	Fire Damage (Any one fire)
\$5,000	Medical Expense (Any one person)

Said certificate shall state that the policy required by paragraph 16.2.3 has been endorsed to name the State of Utah and CPB as an Additional Insured.

16.2.4 Automobile Liability Insurance (Coverage not provided in OCIP)

Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide, at their own expense, Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of a motor vehicle at, upon, or away from the Project Site. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

\$1,000,000	Combined Single Limit Bodily Injury and Property Damage Per Occurrence
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Said certificate shall state that the policy required by paragraph 16.2.4 has been endorsed to name the State of Utah and CPB as an Additional Insured.

16.2.5 Aircraft Liability Insurance (Coverage not provided in OCIP)

Contractor and Subcontractors of all tiers using its own aircraft, or employing aircraft in connection with the work performed under this Program shall maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.

Said certificate shall state that the policy required by paragraph 16.2.5 has been endorsed to name the State of Utah and CPB as an Additional Insured.

16.2.6 Valuable Papers and Records and/or Electronic Data Processing (Data and Media) Coverage (Coverage not provided in OCIP)

The Contractor and Subcontractors of all tiers shall provide coverage for the physical loss of or destruction to their work product including drawings, specifications, and electronic data and media if needed.

17. Certificates of Insurance

- 17.1 Prior to entrance on the Project Site, Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide to CPB's OCIP Administrator (Willis of Utah) a Certificate of Insurance setting out coverage described herein, limits and amendments to the certificate necessitated by changes to the work to be performed under the contract until the date of final payment.

Said certificate shall state that the policies required have been endorsed to provide that the insurers issuing said policies shall **give CPB not less than thirty (30) days prior written notice** in the event of cancellation or change in coverage thereunder.

- 17.2 **All policies required shall be endorsed to include waivers of Subrogation in favor of State of Utah and CPB.**

- 17.3 All insurance required shall be maintained without interruption from the date of commencement of the Work throughout the warranty period as scheduled in the Contract Agreement.

- 17.4 All insurance policies provided shall be primary and non-contributing with, and not in excess of, any other insurance available to CPB.

- 17.5 Such certificate shall be forwarded to the OCIP Administrator (Willis of Utah) at the following address.

Willis of Utah
Attn: Tonya Gallegos, OCIP Administrator
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, UT 84121

18. Notice of Cancellation

Policies and/or certificates shall specifically provide a 30-day notice of cancellation, non-renewal or material change to be sent to the OCIP Administrator (Willis of Utah) at the aforementioned address.

19. Other Insurance

Any type of insurance or any increase of limits of liability not described above which a Contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

The OCIP is not an attempt to provide the Contractor and its Subcontractors of all tiers with complete insurance programs. CPB shall not be responsible to provide any insurance coverage not specified above. The Contractor and its Subcontractors of all tiers have the responsibility to make sure their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, which they deem advisable, whether or not specified above.

- 19.1 **Also any fees, costs or changes related to requirements of the OCIP are to be borne by the contractor, ie, Additional Insured Endorsement, Waiver of Subrogation etc.**

20. Subcontractor Participation

Upon execution of the contract, the Awarded Contractor will immediately report all new eligible contracts and/or purchase orders of Subcontractors of all tiers to the OCIP Administrator (Willis of Utah) for enrollment in the OCIP. The Contractor shall incorporate all the provisions of this agreement in any Subcontractor agreement and shall cause its Subcontractors to cooperate fully with CPB, and insurance companies for the project in the administration of the OCIP. The Contractor agrees to cooperate in the safety and accident prevention program and claim handling procedures as established for the project by CPB. In accordance with this paragraph and subparagraphs, Contractor shall not permit any Subcontractor of any tier to enter the Project Site prior to enrolling in CPB's OCIP; failure to do so will negate the afforded coverage(s).

21. Waiver of Subrogation

Contractor waives all rights of Subrogation and recovery against CPB, its designees(s), Construction Managers, General Contractors and Subcontractor(s) of all tiers to the extent of any loss or damage that is insured under the OCIP. Contractor waives its rights of Subrogation and recovery for damage to any property or equipment against CPB, its designees(s), Construction Managers, General Contractors and Subcontractor(s) of all tiers. Contractor shall require all Subcontractor(s) to similarly waive their rights of Subrogation and recovery in each of their respective construction contracts with respect to their work.

22. No Release

The carrying of the above-described insurance shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

23. Approval of Forms and Companies

All insurance described in this contract shall be written by an insurance company or companies satisfactory to CPB and licensed to do business in Utah and shall be in a form and content satisfactory to CPB. No party Subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating A- VIII or better.

24. OCIP Manual, OCIP Safety and Health Manual and Claims Procedures

The Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to adhere to and perform all reporting and administrative requirements as detailed in the State of Utah OCIP Capitol Preservation Board Manual and the State of Utah Safety and Health Manual.

THE STATE OF UTAH

CPB

Owner Controlled Insurance Program (OCIP)

Safety Overview

The effectiveness of the Safety and Health Program will depend upon the active participation and personal cooperation of all. Project cooperation and coordination of efforts toward carrying out the overall safety responsibilities are needed for an effective program.

The State of Utah- CPB / OCIP Team will assist in monitoring Contractors and/or Subcontractors implementation and application of their respective safety programs and the State of Utah- CPB/OCIP safety programs at the work site. The State of Utah- CPB/OCIP Team has the authority to stop work when either site conditions and/or work practices present an imminent danger (i.e. may result in serious injury, death or extensive property damage) until those conditions and/or practices are corrected.

- Each Contractor shall be held responsible for its own and its Subcontractors compliance with the project safety requirements.
- Each Contractor and its Subcontractors shall establish and enforce an effective disciplinary program.
- Each Contractor and its Subcontractors shall designate an on the job safety Administrator. This may include a supervisor/foreman with safety knowledge. This will be the State of Utah-CPB/OCIP Team's contact for safety concerns.
- All Contractors and Subcontractors supervision will need to attend a project specific safety orientation conducted by the CM or the 3 hour S.S.T. training conducted by Zurich Insurance.
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job will need to attend a construction orientation produced by the insurance carrier, approximately a 10 minute video and 3-page job rules and questions. (Must be completed before beginning work on the site.)
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job shall have the proper Personal Protective Equipment for the job task they are performing. At the minimum a hard hat, safety glasses, safety vest only in areas when required, long pants, shirt with minimal 4-inch sleeve and work boots.
- All employees (Contractors, Subcontractors, Engineers, etc.) shall have the proper training for the job task they are performing (confined space, fall protection, powder actuated tools, traffic control, equipment operating, etc.).
- Each Contractor and its Subcontractors shall at a minimum conduct a weekly ToolBox safety meeting with all employees.
- Each Contractor and its Subcontractors shall assure that a qualified "Competent Person" is provided at work locations where required by OSHA.
- Each Contractor and its Subcontractors shall assure that all applicable forms (confined space permit, hot work permit, lock out/tag out, critical lift checklist, JSA, excavation permit, etc.) are provided at work locations where required by OSHA.
- Each Contractor and Subcontractor shall adhere to a 100% drug/alcohol free work zone. At a minimum a pre-employment and post accident testing is required. The Contractor will bear the cost or expenses associated with pre-employment testing. The Insurance Carrier will bear the cost of the post accident testing.

This is only a brief overview of the "State of Utah Owner Controlled Insurance Program" Safety and Health Manual. In the event of a conflict between the provisions of this overview, the State of Utah Capitol Preservation Board OCIP Manual and applicable local, State or federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more stringent shall apply

Appendix A

Designated Workplaces Exclusion Endorsement

Original Printing

Effective April 1, 1984

WC 00 03 02 Standard

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from _____

Source: Designated Workplaces Exclusion Endorsement, [WC 00 03 02](#), National Council on Compensation Insurance, Effective April 1, 1984.

This endorsement excludes from coverage injuries incurred at workplaces described in the endorsement. It is often used when the insured is a contractor who is working on a large construction project subject to a wrap-up plan, a single consolidated insurance plan covering all parties to a construction contract. It may also be used when the employer has more than one workers compensation policy to exclude workplaces covered under the other policy; in such cases the endorsement would be filled out with a notation such as "any workplace covered by policy # _____ issued by _____ Insurance Company."

Appendix B

COMMERCIAL GENERAL
LIABILITY CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s) : (list the OCIP project you are working on)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2. , Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) :

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

CG 21 54 01 96

CPB Phase III OCIP Enrollment Form

PROJECT INFORMATION

Project Name Utah State Capitol Restoration Phase III
Awarding Contractor _____ Prime Contractor: _____
Type of work to be done _____
Start Date: _____ End Date: _____

CONTRACTOR INFORMATION

Your Company Name _____ Indv ___ Ptshp ___ Corp ___ J/V ___
Your Company's Federal Employer Identification Number: _____
Does your company fall under: _____ MBE _____ WBE _____ DBE
Your Address: _____
Office Contact: _____ Phone: _____ Fax: _____ Email: _____
Site Contact: _____ Phone: _____ Fax: _____
Safety Contact: _____ Phone: _____ Fax: _____
Payroll Contact: _____ Phone: _____ Fax: _____ Email: _____

CONTRACT INFORMATION

Contract Value \$ _____ Contract Number: 02061-_____
Estimated Project Payroll _____ Job class codes: _____
% Self Performed Work _____ % Subcontracted Work _____ Estimated # of Subcontractors _____

CURRENT INSURANCE INFORMATION

Information Disclosed On This Form Is Subject To Audit And Adjustment Throughout The Term Of The Construction.

Contractor's Worker's Compensation & General Liability Insurance Broker or Agent:
Company Name: _____ Contact: _____
City: _____ Phone: (____) _____

This enrollment form must be received PRIOR to starting work on the Project. The following Contractor's enrollment information is required by contract:

- 1.) Commercial General Liability Declaration (Rate) Page
- 2.) Workers' Compensation Information (Rate) Page/s
- 3.) Certificate of Insurance including wording as required by contract

Send OR fax this form and the all required enrollment information to:

Willis Insurance Brokerage of Utah (phone: 801-424-7038)
Attn: Tonya Gallegos, OCIP Administrator email: tonya.gallegos@willis.com
2890 East Cottonwood Parkway, Suite 350 fax: 801-942-6203

Capitol Preservation Board OCIP

NOTICE OF SUBSTANTIAL COMPLETION

Contractor: _____

Address: _____ Phone: _____ Fax: _____

Email: _____

Please be advised, we are scheduled to complete our work for the following:

Awarding Contractor _____

Project Name : Utah State Capitol Restoration Phase III _____ Date of Completion _____

Awarded Contract Value: \$ _____ Final Contract Value \$ _____

Worker Compensation Classification Codes	Final Project Payroll by Classification Codes
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL PROJECT PAYROLL	-----

Signature of authorized contractor representative: _____

We used the following subcontractors who will also complete their work on the date shown above:

Send OR fax this form to: Willis Insurance Brokerage of Utah, Inc.
Attn: Tonya Gallegos
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, UT 84121

Fax (801) 942-6203